

UNITED STATES OF AMERICA,

Plaintiff,

v.

MORTON INTERNATIONAL, INC.,

Defendant.

Civil Action No.

Civil Action No.

CONSENT DECREE

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APPENDIX A – SUPPLEMENTAL ENVIRONMENTAL PROJECT

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), has filed a complaint (the "Complaint"), simultaneously with the lodging of a Consent Decree, against Morton International, Inc. ("Morton") with respect to a former chemical manufacturing facility located in Paterson, New Jersey. Morton is a large chemical manufacturer and is a wholly-owned subsidiary of Rohm and Haas Company.

B. In the Complaint, Morton is alleged to have failed to fulfill its general duty under Section 112(r)(1) of the Clean Air Act ("the Act" or "CAA"), 42 U.S.C. §7412(r)(1) by: (1) failing to identify hazards which may result from accidental releases of ortho-nitrochlorobenzene (o-NCB), at the Facility, using appropriate hazard assessment techniques; (2) failing to design and maintain a safe Facility; and (3) failing to minimize the release of hazardous yellow dye 96 and over 280 pounds of extremely hazardous o-NCB at the Facility, on April 8, 1998, and therefore is alleged to be subject to a civil penalty pursuant to Section 113(b) of the Act, 42 U.S.C. § 7413(b), of up to \$25,000 per day for each such violation occurring on or before January 30, 1997, up to \$27,500 per day for each such violation occurring after January 30, 1997, and up to \$32,500 per day for each such violation occurring after March 15, 2004, as set forth in the Debt Collection Act.

C. By entering into this Consent Decree, Morton does not admit any liability to the United States arising out of the transactions or occurrences alleged in the Complaint and does not admit to any of the facts as alleged by the United States in the Complaint. Nothing in the allegations, the proposed penalties, this Consent Decree, or

the signing, execution, or implementation of this Consent Decree constitutes an admission or evidence of, or shall be treated as an admission or evidence of, any allegation or of any violation of the statute and regulations referred to herein, in any litigation or forum whatsoever.

D. The United States and Morton agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that the Decree is fair and reasonable, and will benefit the public health, safety, and the environment.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION AND VENUE

This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345 and 1355 and 42 U.S.C. § 7413(b), and also has personal jurisdiction over Morton. Morton consents to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree. Venue is proper in this District because the alleged violations at issue in the Complaint occurred in this District.

III. PARTIES BOUND

A. This Consent Decree is binding upon the United States, and upon Morton and its officers, directors, agents, trustees, servants, employees, successors, and assigns. Any change in ownership or corporate or other legal status of Morton, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Morton under this Consent Decree.

B. The undersigned representatives certify that they are fully authorized to enter into the Consent Decree and to execute and to bind the Parties to the Consent Decree.

C. Morton shall provide a copy of the Consent Decree to any contractor retained by Morton to perform the Supplemental Environmental Project ("SEP") as described in Appendix A of this Decree.

IV. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in the Clean Air Act, or in regulations promulgated under the Act, shall have the meaning assigned to them in the Act or in such regulations. Whenever terms listed below are used in this Consent Decree or in the appendix attached hereto, the following definitions shall apply:

A. "CAA" or "the Act" shall mean the Clean Air Act, 42 U.S.C. § 7401, et seq.;

B. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control;

C. "Date of Entry of the Consent Decree" shall mean the date the Consent Decree is approved or signed by the United States District Court Judge;

D. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day;

E. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies, or instrumentalities of the United States;

F. "Rohm and Haas" shall mean Rohm and Haas Company; Philadelphia, Pennsylvania.

G. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies, or instrumentalities of the United States;

H. "Facility" shall mean the Morton facility located on the Passaic River on 335 McLean Boulevard, Paterson, New Jersey;

I. "Morton" shall mean Morton International, Inc.; Chicago, Illinois.

J. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter;

K. "Parties" shall mean the United States and Morton;

L. "Plaintiff" shall mean the United States;

M. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral;

N. "SEP" shall mean the Supplemental Environmental Project described in Section V. and Appendix A;

O. "United States" shall mean the United States of America, including each of its departments, agencies, and instrumentalities.

V. SUPPLEMENTAL ENVIRONMENTAL PROJECT

A. Morton has agreed to perform the SEP under this Consent Decree as outlined below and detailed in Appendix A. Morton has agreed to provide to the Passaic County Department of Health the equipment specified in Appendix A. Appendix A

estimates the cost of this SEP. This SEP shall be deemed fully implemented thirty (30) days after the requisite equipment has been purchased and delivered to the Passaic County Department of Health in Paterson, New Jersey, 330 Passaic Street, Passaic NJ 07055, after which time, the equipment shall be deemed operable for purposes of this Consent Decree, unless the Passaic County Department of Health notifies EPA otherwise.

B. Morton agrees to spend up to \$200,000 on the SEP specified in Appendix A. If the SEP is performed for less than \$200,000, Morton agrees to pay the difference between \$200,000 and the actual cost of the SEP to the United States as an additional civil penalty within 40 days of the date that the equipment specified in Appendix A is delivered to the Passaic County Department of Health. Payment thereof shall be made in accordance with Paragraphs D and C of Section VI of this Consent Decree. The amount spent by Morton for the SEP, as well as any additional civil penalty, is a penalty within the meaning of Section 162(f) of the Internal Revenue Code, 26 U.S.C. § 162(f), and, therefore, Morton shall not treat any portion thereof as tax deductible for purposes of federal, state, or local law.

C. No later than forty five (45) days from Date of Entry of this Consent Decree, Morton shall perform and complete the SEP outlined above and detailed herein and in Appendix A. The Parties agree that performance of the SEP is intended to secure significant environmental and/or public health protection and improvements.

D. Morton hereby certifies that Morton is not, and will not be required to perform or develop the SEP described in Appendix A by any existing or proposed federal, state or local law or regulation; nor is Morton required to perform or develop the SEP by agreement, grant or as injunctive relief in this or any other case or in compliance with

state or local requirements. Morton further certifies that it has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP described in Appendix A.

E. Morton shall submit a SEP Completion Report within sixty (60) days of final completion of the SEP. The SEP Completion Report shall contain the following information:

1. A description of the SEP as implemented; and
2. Itemized costs, as provided in Appendix A, documented on invoices, billings and copies of checks demonstrating Morton has paid for the equipment; and
3. Certification that the SEP has been fully implemented pursuant to the provisions of this Consent Decree and in accordance with the Scope of Work contained in Appendix A.

F. In the event that the cost and/or availability of certain materials required in the SEP have significantly changed from the estimates set forth in Appendix A, the Parties hereby agree that the SEP requirements as set forth in Appendix A can be modified, as set forth in Paragraph F below.

G. The Parties hereby agree that there may be substitutes for the specifically identified equipment to be provided by the SEP, provided that the substitute equipment is of a similar nature to that identified in the SEP and such is approved by EPA, after consultation with Passaic County Department of Health. If the equipment and supplies identified in Appendix A, or their substitutes approved by EPA, cannot be purchased for \$200,000, then the Parties shall agree on which equipment and supplies costing a total of

not more than \$200,000 shall be purchased. The Parties also may, by mutual agreement, modify the completion date of the SEP, or modify the submission date of a SEP Completion Report in accordance with the following procedures. Any agreed upon modification shall be in writing, shall be signed by the Parties, and shall have as its effective date the date on which it is signed by EPA, and shall be incorporated into this Consent Decree upon notification thereof to the Court. Any request by Morton for a SEP completion date modification shall be made in writing. Such requests must provide justification for the requested modification.

H. Any public statement, oral or written, in print, film, or other media, made by Morton making reference to the SEP shall include the following language in at least 12 pt type size: "This project was undertaken in connection with the settlement of an enforcement action taken by the Department of Justice on behalf of the U.S. Environmental Protection Agency."

I. Morton's expenditures to perform any SEP shall not be deducted by Morton or any other person for federal, state or local taxation purposes.

VI. PAYMENT OF CIVIL PENALTIES

A. Morton shall pay to the United States a civil penalty in the amount of \$50,000. Such payment shall be made within 30 days of the Date of Entry of the Consent Decree. Morton shall pay to the United States the civil penalty for violations as alleged by the United States in the Complaint filed in this matter.

B. Payment shall be made by Electronic Funds Transfer (EFT or wire transfer) for credit to the United States. Payment shall be made in accordance with instructions provided to Morton by the Financial Litigation Unit of the U.S. Attorney's

Office in the District of New Jersey.

C. Morton shall notify the United States in writing that payment has been made, in accordance with Section XI "Notices and Submissions." Morton shall also send a copy of the notice to Clay Monroe of the United States Environmental Protection Agency, Region 2, 290 Broadway New York, NY 10007-1866.

D. The \$50,000 civil penalty set forth herein is a penalty within the meaning of Section 162(f) of the Internal Revenue Code, 26 U.S.C. § 162(f), and, therefore, Morton shall not treat any portion thereof as tax deductible for purposes of federal, state, or local law.

E. Upon entry of the Consent Decree, the United States shall be deemed a judgment creditor for purposes of collection of the penalties required by the Consent Decree and enforcement of the Consent Decree.

VII. FAILURE TO COMPLY WITH REQUIREMENTS OF DECREE

A. Interest on Late Payments. In the event that any payments required to be made by Morton under this Decree are not received when due, interest shall accrue on the unpaid balance through the date of payment. For payments due under Section VI or VII(B), the interest rate shall be at the rate provided pursuant to 28 U.S.C. § 1961. Interest shall be computed daily and compounded annually.

B. Stipulated Penalties.

(1) If any amounts due to the United States under Section V.B. and/or Section VI are not paid by the required date, Morton shall pay to the United States as a stipulated penalty, in addition to the interest required by Paragraph VII(A), \$1,000 per day that such payment or performance is late;

(2) If the SEP has not been completed within the required time period, Morton shall pay a stipulated penalty to the United States in the amount of \$5,000 per day, for each day after the required date of completion for the SEP, which is in addition to that amount of the SEP that is unspent, plus interest from the required completion date of the SEP as set forth in this Decree;

(3) For failure to submit the SEP Completion Report as required above, Morton shall pay a stipulated penalty of \$500 for each day after the date the report is due until the report is submitted.

(4) Morton shall be liable for stipulated penalties of \$1,000 for failure to comply with any other requirement of this Decree.

(5) Stipulated penalties are due and payable within forty-five (45) days of the date of the demand for payment of the penalties by EPA.

(6) Payments due under this Paragraph for failure to make timely payments pursuant to Sections IV, V or VI, shall be made by certified or cashier's check made payable to United States Treasury and sent to:

Financial Litigation Unit
Office of the United States Attorney
District of New Jersey
970 Broad Street, 7th Floor
Newark, NJ 07102

A transmittal letter summarizing the nature of the non-compliance for which the penalty is paid shall accompany the payment and a copy of said letter and proof of payment shall be sent to the United States in accordance with Section XII (Notice and Submissions). Stipulated penalties shall be waived if Morton prevails in the dispute.

C. Stipulated penalties shall accrue as provided in this Section regardless of whether the United States has notified Morton of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after the complete performance is due, and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

D. Payments made under this Section shall be in addition to any other remedies or sanctions available to the United States by virtue of Morton's failure to comply with the requirements of this Consent Decree.

E. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, through the use of a written notice, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree.

VIII. FORCE MAJEURE

A. A force majeure event is defined as any event arising from circumstances beyond the control of Morton or any entity not subject to control by Morton, which delays or prevents performance of any obligation of Morton under this Consent Decree, despite the best efforts of Morton, its contractors, or consultants to perform such work or other action in a timely manner. Financial inability to carry out the provisions of this Consent Decree, shall not be considered a force majeure event.

B. When circumstances are occurring or have occurred that can reasonably be anticipated to cause a delay in achieving any requirement set forth in this Consent Decree, Morton shall notify EPA by telephone within two (2) Working Days after Morton knew

or reasonably should have known of the occurrence of such circumstances. Morton shall provide written notice of such circumstances within fifteen (15) days thereafter. Such written notice shall include an estimate of the anticipated length of delay, its cause, measures taken or to be taken to minimize the delay, an estimated time table for implementation of such measures, a statement as to whether Morton is claiming a "force majeure" and the bases for such a claim. Morton shall adopt all reasonable measures to avoid or minimize any such delay. Failure to comply with the notice provision of this section shall render the force majeure provision voidable by the United States as to the specific event for which Morton has failed to comply with such notice requirement and, if voided, is of no effect as to the particular event involved. Notification of any delay, in and of itself, shall not extend the time allowed for meeting any requirement or excuse the delay or payment of stipulated penalties.

C. If EPA determines that the delay was attributable to a force majeure event, EPA will extend the time for performance of that requirement by a period not greater than the delay resulting from such circumstances. Such an extension does not alter the schedule for performance or completion of other tasks required under this Consent Decree, except that the time for performance of other tasks under this Consent Decree that EPA determines will also be delayed as a result of the force majeure event shall also be extended.

IX. RETENTION OF JURISDICTION

A. This Court shall retain jurisdiction of this matter for the purposes of implementing and enforcing the terms and conditions of the Consent Decree and for the purpose of adjudicating all disputes among the Parties that may arise under the provisions

of the Consent Decree, to the extent that the Consent Decree provides for resolution of disputes by the Court, and until the Consent Decree terminates in accordance with Section XVI.

X. NON-WAIVER PROVISIONS

A. Except as specifically provided herein, the United States does not waive any rights or remedies available to it for any violation by Morton for ongoing operations, if any, at Morton's Paterson, NJ, facility of federal or state laws or regulations.

B. The Parties agree that Morton is responsible for achieving and maintaining complete compliance with all applicable federal and state laws, regulations, and permits, and that compliance with the Consent Decree shall be no defense to any actions commenced pursuant to said laws, regulations, or permits, except as otherwise expressly specified in the Consent Decree. The Consent Decree does not limit or affect the rights of Morton or the United States as against any third parties that are not Parties to the Consent Decree. The Parties recognize that the Consent Decree resolves only matters between the United States and Morton and that its execution does not preclude Morton from asserting any legal or factual position in any action brought against Morton by any person or entity not a party to the Consent Decree. The Parties reserve any and all legal and equitable remedies available to enforce the provisions of the Consent Decree.

XI. MISCELLANEOUS PROVISIONS

A. Entry of the Consent Decree and compliance with the requirements herein shall be in full and complete settlement and satisfaction of all the civil claims of the United States for violations alleged in the Complaint.

B. The Consent Decree shall not limit any authority EPA may have under any

applicable statute, including the authority to seek information from Morton or to seek access to the property of Morton, nor shall anything in the Consent Decree be construed to limit the authority of the United States to undertake any action against any person, including Morton, in response to conditions that may present an imminent and substantial endangerment to the environment or to the public health or welfare.

C. It is the intent of the Parties hereto that the clauses hereof are severable, and should any clause(s) be declared by a court of competent jurisdiction to be invalid and unenforceable, the remaining clauses shall remain in full force and effect.

D. Each party shall bear its own costs and attorney's fees with respect to matters related to the enforcement of this Consent Decree.

XII. NOTICES AND SUBMISSIONS

A. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Party, in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, and Morton, respectively.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ # 90-5-2-1-07513)
P.O. Box 7611
Washington, D.C. 20044-7611

Chief, Office of Air Toxics and General Law
United States Environmental Protection Agency
Environmental Accountability Division - Region 2
290 Broadway
New York, NY 10007-1866

As to Morton:

Ellen S. Friedell
Associate General Counsel
Rohm and Haas Company
100 Independence Mall West
Philadelphia, PA 19106-2399
Phone: 215-592-2582
Fax: 215-592-3227

XIII. INTEGRATION/MODIFICATION

A. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree. Appendix A is attached to and incorporated into this Consent Decree.

B. This Consent Decree shall not be modified by any prior oral or written agreement, representation or understanding. Prior drafts of the Consent Decree shall not be used in any action involving the interpretation or enforcement of the Consent Decree. Except as provided in Section V (G) herein, the Consent Decree may not be amended or modified except by written order of this Court, except to change the identity or address of persons receiving notification in accordance with Section XII. Any such modification of the Consent Decree by the Parties shall be in writing and approved by the Court before it will be deemed effective.

XIV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

The Parties agree to the Consent Decree and agree that the Consent Decree may be entered upon compliance with the public notice procedures set forth at 28 C.F.R. § 50.7, and upon notice to this Court from the U.S. Department of Justice requesting entry of the Consent Decree. The United States reserves the right to withdraw or withhold its consent if public comments disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate.

XV. EFFECTIVE DATE

The effective date of this Consent Decree shall be the date upon which it is entered by the Court.

XVI. TERMINATION

The Consent Decree shall terminate upon motion of the United States to the Court after the following has occurred:

- A. Morton has achieved compliance with the SEP provisions contained in Appendix A of this Consent Decree;
- B. Morton has paid the civil penalty, any stipulated penalties and accrued interest due hereunder, and no penalties or other monetary obligations due hereunder are outstanding or owed to the United States;
- C. Morton has certified to the United States that it has fully complied with this Consent Decree, and has met the conditions specified in Section XVI A and B, above; and
- D. The United States, within sixty (60) days of receiving such certification from Morton has not contested, in writing, that such compliance has been achieved. If

the United States disputes Morton's full compliance with the Consent Decree, the Consent Decree shall remain in effect pending resolution of the dispute by the Parties or the Court.

XVII. SIGNATORIES/SERVICE

A. Each undersigned representative to this Consent Decree certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such party to this document.

B. Morton hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Morton, in writing, that it no longer supports entry of the Consent Decree.

C. Morton shall identify, on the attached signature page, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of Morton with respect to all matters arising under or relating to this Consent Decree. Morton hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons.

SO ORDERED THIS ____ DAY OF _____, 2005.

UNITED STATES DISTRICT COURT

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Morton International, Inc.,

FOR THE UNITED STATES OF AMERICA

CATHERINE MCCABE
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

NEIL M. COWIE
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611



THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Morton International, Inc.,

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

KATHY CALLAHAN
Acting Regional Administrator
EPA Region II
290 Broadway
New York, NY 10007-1866

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Morton International, Inc.

FOR MORTON INTERNATIONAL, INC.:

ROBERT A. LONERGAN  
Vice President, General Counsel and Secretary
Morton International, Inc.

APPENDIX A

STATEMENT OF WORK SUPPLEMENTAL ENVIRONMENTAL PROJECT

Project: Passaic County, NJ Sheriff's Department, Special Operations Division,
Hazardous Materials Team

Description of Project:

The Sheriff's Department (the "Department") is tasked with not only law enforcement activities, but is a first responder organization which works in conjunction with local fire, police, and emergency medical departments through Passaic County and the Northern New Jersey area.

This SEP will provide the Department with equipment and supplies which will enhance its response capabilities.

- A. 8 *XXXXL Kappler Responder NFPA 1991 (1994): edition certified protective ensemble-aluminized fiberglass overcover to protect against chemical flash.*
Estimated cost: \$17,392
The aluminized reflective suits will be used by first responder to provide protection while fighting chemical fires that usually burn hotter than ordinary structural fires.
- B. 8 *P.D. 3. S Personal Dosimeters*
Estimated cost: \$6,984.00
This is a radiation exposure device worn by first responders to incidents involving radiation and/or during routine inspection of facilities where radioactive isotopes are used. This is a device for first responders.
- C. 1 Gamma-Ray Spectrometer
Estimated cost: \$10,975.00
This is a field instrument by which first responders detect and identify specific radioactive isotopes during an emergency response or routine fire prevention inspection at a chemical plant. EPA uses this device during emergency responses and on site evaluations.
- D. 2 Cases Kappler chem tape
Estimated cost: \$ 1335.00
This tape allows for a complete seal for zippered openings on response suits so that no chemical can penetrate the suit.

- E. 2 Automatic External Defibrillator, Model FR-2 with cases and pediatric pads
Estimated cost: \$ 4,438.00
Health and safety device to be used to resuscitate a downed firefighter or first responder.
- F. 4 Stream light Lite Boys Flashlight
Estimated cost: \$ 736.00
A special intrinsically safe hi-intensity illuminating device that is necessary in areas where there may be an explosive concentration of gasses.
- G. 1 RAMP ANTHRAX Detector
Estimated cost: \$9,250.00

The RAMP anthrax test is an immunoassay for the detection of bacillus anthracis. This unit also tests for botulinum toxin, ricin and smallpox.
- H. 1 Haz-Mat Chemical Identification System, with Drager Sampling Pump and Tubes
Estimated cost: \$ 2,711.00
This is field equipment that analyzes a sample of gas drawn through a tube filled with a chemically-specific reagent chemical which will change color, depending on the concentration of the incoming gas being sampled. This is used by first responders to identify unknown gasses which may be released. This device is used during emergency response actions.
- I. 1 SKED Complete Stretcher
Estimated cost: \$ 605.00
This is health and safety equipment for downed firefighters, first responders, and civilian victims.
- J. 1 Sens I/R hazardous materials identification kit, "Command" model
Estimated cost: \$ 62,500.00
This is a specialized field instrument that uses infra-red radiation to detect and identify unknown liquids and powders sampled during an emergency response to a chemical accident/incident. The device compares the chemical spectra of the unknown sample to an on-board library of known chemical spectra and displays a list of possible matches.
- K. 1 Miran sapphire
Estimated cost: \$24,040
This is a specialized field instrument that uses infra-red radiation to detect and identify unknown gases.

TOTAL COST: Approximately \$140,966